

Kelly J. Garrone
McCarter & English, LLP
Worldwide Plaza
825 Eighth Avenue, 31st Floor
New York, New York 10019
Tel. (212) 609-6800
Kgarrone@mccarter.com

Jeffrey T. Norberg
Neal & McDevitt, LLC
1776 Ash Street
Northfield, Illinois 60093
Telephone: (847) 441-9100
jnorberg@nealmcdevitt.com
(admitted *pro hac vice*)

Attorneys for Plaintiff
Rio Grande Games, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

**RIO GRANDE GAMES, INC.,
a New Mexico Corporation,**

Plaintiff,

v.

**PASTEL ENTERPRISES, LLC,
a New Jersey Limited Liability Company,
CHINA ASSURED, LLC, a New Jersey
Limited Liability Company,
MOSES GROSSMAN, an individual
JOOBER INCORPORATED, a New York
Corporation, ADAM JOEL OBERLANDER
an Individual, BATTERY GIANT, LLC
a New York Limited Liability Company, and
KEILE BENEDIKT, an individual**

Defendants.

**CIVIL ACTION NO.:
1:18-cv-00409-AMD-VMS**

STIPULATED PERMANENT INJUNCTION AND
DISMISSAL WITH PREJUDICE

Plaintiff Rio Grande Games, Inc. (“Plaintiff”) and defendants Joober, Inc. and Adam Joel Oberlander (“Joober Defendants”) have entered into a confidential settlement agreement (the “Settlement Agreement”). Pursuant to the Settlement Agreement, the parties have stipulated to entry of a Permanent Injunction and Dismissal With Prejudice. Upon stipulation of the parties, and having reviewed the Complaint, Counterclaims, pleadings, moving papers, and declarations submitted by Plaintiff and the Joobar Defendants, the Court finds that Plaintiff and Joobar Defendants have waived the findings of fact and conclusions of law required by Fed. R. Civ. P. 65(d)(1)(A) and have stipulated, via counsel, to entry of the terms of the permanent injunction and dismissal without prejudice contained in this Order.

Therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Joobar Defendants and any of their officers, agents, and servants, employees, and attorneys, and those persons in active concert or participation with the Joobar Defendants who receive actual notice of this Order by personal service or otherwise, are permanently enjoined and restrained from the following acts:

- i. using the DOMINION trademark, or any reproduction, counterfeit, copy, or colorable imitation of said marks in connection with the importation, sale, offer for sale, or distribution of any products that are not authentic products of Rio Grande Games, Inc.
- ii. using the DOMINION trademark, or any reproduction, counterfeit, copy, or colorable imitation of the same, in any manner likely to cause others to believe that Joobar Defendants’ products are connected with Plaintiff or are genuine Rio Grande Games, Inc. products, when they are not;
- iii. making any knowingly false or misleading statements regarding Plaintiff or its products, or the relationship between Plaintiff and Joobar Defendants;

- iv. committing any other acts calculated to cause consumers to believe that Joobar Defendants' products are genuine Rio Grande Games products when they are not;
- v. through and until October 31, 2021, shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving, disposing of, or destroying in any manner any product bearing the DOMINION trademark now in the possession of the Joobar Defendants, or any reproduction, counterfeit, copy, or colorable imitation of the same, and any and all discoverable materials now in the possession of the Joobar Defendants, including all hard copy and electronically stored business information that relates in any way to Joobar Defendants' conduct alleged in the Complaint, including any and all documents and things that relate to the manufacture, importation acquisition, advertisement, purchase, distribution, or sale of goods bearing the DOMINION trademark or any reproduction, counterfeit, or imitation thereof; and
- vi. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs i through v.

IT IS FURTHER ORDERED that this Stipulated Permanent Injunction shall remain in effect until otherwise ordered by this Court.

IT IS FURTHER ORDERED that all claims against Joobar Defendants in this action are hereby dismissed with prejudice, with all parties to bear their own attorneys' fees and costs.

IT IS FURTHER ORDERED that all of Joobar Defendants' counterclaims against Rio Grande Games in this action are hereby dismissed with prejudice, with all parties to bear their own attorneys' fees and costs.

Dated this 1st day of November, 2018.

United States District Judge